

The Honorable Robert J. Bryan

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

JANET SEGLE,

Plaintiff,

v.

PNC MORTGAGE, a division of PNC Bank,  
National Association,

Defendant.

No. C10-5655 RJB

JOINT STATUS REPORT

Pursuant to Rule 26(f) of the Federal Rules of Civil Procedures and the Court's Minute Order Regarding Initial Disclosures, Joint Status Report, and Early Settlement [Dkt. 3], Plaintiff Janet Segle and Defendant PNC Mortgage, a division of PNC Bank, National Association ("PNC Bank") submit this Joint Status Report and Discovery Plan.

**1. Nature and Complexity of the Case.**

**Plaintiff** - Plaintiff realized that her initial complaint was too long and too complicated for a Pro Se to litigate. Plaintiff has requested a leave to amend complaint. If granted, the amended complaint is nine pages and specifically addresses TILA Violations, which should make this case easy in its complexity.

**Defendant** - Plaintiff's initial Complaint is a 25-page long "cut-and-paste" document consisting of "rambling, inarticulate accusations against the banking industry in general," accompanied by fill-in-the-blank allegations regarding Plaintiff's lender, property address and

1 requested damages that is identical to the complaint the Court recently dismissed in *Klinger v.*  
 2 *Wells Fargo Bank, NA*, No. C10-5546 RJB, 2010 WL 4237849, at \*3 (W.D. Wash. Oct. 20,  
 3 2010). On December 9, Plaintiff requested leave to file an amended complaint that includes  
 4 factual allegations specific to her claims against PNC Bank and alleges causes of action under  
 5 the Truth in Lending Act (“TILA”) and the Real Estate Settlement Procedures Act.

6 Assuming that the Court grants Plaintiff leave to file her Verified First Amended  
 7 Complaint, this is a non-complex case that seeks rescission of Plaintiff’s loan based on  
 8 alleged violations of the TILA. PNC Bank denies that it violated the TILA in any respect, and  
 9 asserts that it is entitled to proceed with the pending non-judicial foreclosure.

## 10 **2. Results of the Fed. R. Civ. P. 26(f) Conference.**

11 Plaintiff and PNC Bank’s counsel held a telephonic Rule 26(f) conference on  
 12 November 30, 2010. During that conference, the parties agreed to the dates and procedures  
 13 contained in this Joint Status Report and Discovery Plan.

## 14 **3. Proposed Deadline to Join Additional Parties.**

15 The parties propose that January 15, 2011 be the deadline to join additional parties.

## 16 **4. Statement of which ADR Method Should Be Used.**

17 The parties agree that mediation is the appropriate alternative dispute resolution  
 18 method that should be used.

## 19 **5. Timing of Mediation.**

20 The parties agree that mediation is not appropriate until at least April 30, 2011,  
 21 particularly given Plaintiff’s recently filed motion for leave amend her Complaint, and to add  
 22 new parties as defendants in the lawsuit.

## 23 **6. Discovery Plan**

- 24 a) The Fed. R. Civ. P. 26(f) conference took place on November
- 25 30, 2010. PNC Bank provided its initial disclosures to Ms.
- 26 Segle on December 7, 2010. Ms. Segle provided initial
- 27 disclosures to PNC Bank on December 14, 2010.

- 1                   b) The parties agree that discovery should be conducted pursuant  
2                   to the Federal Rules of Civil Procedure and discovery may be  
3                   conducted on all aspects of Ms. Segle's loan and loan  
4                   disclosures, including the non-judicial foreclosure process.  
5                   Phased discovery is not necessary or appropriate.
- 6                   c) The parties do not currently see a need to change the discovery  
7                   limitations imposed by the Federal Rules of Civil Procedure and  
8                   the Local Rules for the Western District of Washington. If the  
9                   parties determine at a later date that discovery limitations  
10                  should be adjusted, the parties may stipulate to adjusted  
11                  limitations.
- 12                  d) The parties agree to cooperate in good faith in all aspects of  
13                  discovery, to use their best efforts to comply with discovery  
14                  requests, and to act reasonably in propounding discovery.
- 15                  e) PNC Bank may seek a protective order at a later date. As is  
16                  their duty, the parties will cooperate to resolve any discovery  
17                  disputes before submitting them to the Court. Further, should  
18                  the parties enter into a protective order, they do not anticipate  
19                  filing it with the Court.

20                   **7.       Discovery Completion.**

21                  The parties agree that discovery can be completed by July 11, 2011.

22                   **8.       Magistrate.**

23                  The parties agree that a full-time Magistrate Judge should not conduct proceedings.

24                   **9.       Bifurcation.**

25                  The parties agree that bifurcation is not appropriate for this matter.  
26  
27

**10. Pretrial Statements and Order.**

The parties agree that pretrial statements and orders should not be dispensed with in whole or in part.

**11. Other Suggestions.**

The parties agree to accept service of motions, discovery, and other documents via email. Otherwise, the parties do not presently have any other suggestions for simplifying this matter.

**12. Trial Date.**

The parties anticipate that this matter will be ready for trial on November 14, 2011.

**13. Jury.**

Ms. Segle demands a jury trial.

**14. Length of Trial.**

The parties anticipate that this will be a two (2) day trial.

**15. Dates on Which Trial Counsel May Have Complications.**

Counsel for PNC Bank and Ms. Segle do not foresee any scheduling conflicts at this time.

**16. Trial in Vancouver, Washington.**

The parties agree that this case should not be designated for trial in the Federal Building in Vancouver, Washington.

**17. Service on Defendant.**

PNC Bank, the sole current defendant, has been served with process.

1 DATED this 14th day of December, 2010.

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3 Attorneys for Defendant PNC Mortgage

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1 DATED this 14 day of December, 2010.

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